

Azul Bay

1352 Lighthouse Avenue, Pacific Grove, CA 93950

Over 4 acres on the Pacific Coast



Invitation for Bids



**U.S. General Services Administration
Invitation for Bids**

SALE OF GOVERNMENT REAL PROPERTY

AZUL BAY

IFB Number SFRAN922173201

GSA Control No. 9-C-CA-1732-AA

Issued on 12/20/2021

Amended 1/28/2022

This Property is located at 1352 Lighthouse Avenue, Pacific Grove, California 93950. The Property contains approximately 4.28 acres and is improved with 1 building of approximately 11,200.00 +/- gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **January 31, 2022**

11:00AM Time Central

Soft Close Date: **TBD**

11:00AM Time Central

Starting Bid: **\$ 1,000,000**

Registration Deposit: **\$ 75,000**

Bid Increment: **\$ 200,000**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (#9PZ)
Attention: Melissa Morgan
See page 10 for requirements.

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Inspection Opportunities:

The Property will be open for inspection by appointment only for registered bidders who have paid the registration deposit of \$75,000. See Inspection Instructions on page 4 for details on site inspection requests.

Sales Information

Melissa Morgan
415-813-9862
Melissa.Morgan@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Luis Blandon
415-734-8367
Luis.Blandon@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The subject property is located in Monterey County about 2 miles northwest of the Monterey Bay Aquarium and Cannery Row. This parcel is a portion of the United States Light Station Reservation at Point Pinos. Primary highway access to the area is via California State Route 1, which runs through the city of Monterey.

2. SALE PARCEL DESCRIPTION

The subject property contains a 3-story, +/- 11,200 square feet office building and is located on a +/- 4.28 acres. The building is located in the northwest corner of the property. The facility was occupied by the Department of Commerce's National Oceanic and Atmospheric Administration (NOAA). The two story penthouse facility was constructed in 1952 to serve as an air interceptor training facility for the Navy. This building is a cast-in-place concrete building with concrete shear walls and concrete floor and roof joists and beams. The building also contains a mural, "Green Seas/Blue Seas: The California Current, Climate Change, and Sustainable Fisheries" which depicts changing oceanographic regimes over the last 100 years in Monterey Bay.

3. LEGAL DESCRIPTION

See "Exhibit A" located at the end of Attachment 1.

4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

APN: 007-011-005-000

City of Pacific Grove, Monterey County, California

5. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

Gas and Electric

Pacific Gas and Electric Company (PG&E): <https://www.pge.com/>

Internet

Xfinity: <https://www.xfinity.com/learn/internet-service>

AT&T: <https://www.att.com/internet/>

Water, Sewer and Storm Drain

California-American Water Company: <https://www.amwater.com/caaw/>

Monterey One Water: <https://www.montereyonewater.org/>

Solid Waste Disposal

GreenWaste Recovery - Pacific Grove: <http://www.greenwaste.com/pacific-grove/>

TERMS OF SALE

1. DEFINITIONS

a. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

b. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

c. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

d. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](https://www.RealEstateSales.gov).

e. BROKER/BROKERAGE

The term “broker” as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with “Instructions to Bidders” Section 13 contained herein. The “brokerage” is the business entity of the broker representing the Bidder(s). A broker must be acting as an agent and cannot be a party to the contract to receive a commission.

f. CLOSE TIME

Close Time is stated on the RealEstateSales.gov website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays**

g. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States National Oceanic

and Atmospheric Administration (NOAA). The National Oceanic and Atmospheric Administration (NOAA) has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

j. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

k. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; Exhibits and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

m. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

n. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

o. WEBSITE

The GSA Auctions® website, [GSAAuctions.gov](https://gsaauctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://realestatesales.gov). Additional information can also be found at propertydisposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (#9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at [Realestatesales.gov](https://realestatesales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB is satisfactory when made available on either or both of GSA's real property disposal websites at [RealEstateSales.gov](https://realestatesales.gov) and/or disposal.gsa.gov.

3. INSPECTION

An inspection of the property is available by appointment only for registered bidders who have paid the registration deposit of \$75,000. Opportunities to inspect the Property will be available by appointment only. Admittance and access onto the Property will be allowed only with a prior reservation and the presence of a Federal Government representative.

To request an inspection, send an email to AzulBay@gsa.gov at least five (5) business days before the requested tour date with the following information: (i) all participant names and affiliations/companies; and (ii) two tour date and time options. The maximum number of participants per group is limited to five (5) persons. **Phone call requests**

for appointments will not be accepted. Additional dates and times may be added, depending on demand. A GSA Site Inspection Health Waiver form must be completed and emailed to AzulBay@gsa.gov by the day of the requested tour date.

Below are available dates and times available to request:

Monday, January 31, 2022 (9:30 AM/ 11:00 AM/ 1:30 PM/ 3:00 PM) PT

Tuesday, February 1, 2022 (9:30 AM/ 11:00 AM/ 1:30 PM) PT

Wednesday, February 16, 2022 (9:30 AM/ 11:00 AM/ 1:30 PM/ 3:00 PM) PT

Thursday February 17, 2022 (9:30 AM/ 11:00 AM/ 1:30 PM) PT

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed and is provided in the Notices and Covenants section.

6. ZONING

The Property is zoned "O" Open Space Institutional and a buyer would need to obtain necessary entitlements prior to re-development.

The Property is subject to the jurisdiction of the Pacific Grove Community Development Department. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Alyson Hunter
Senior Planner
City of Pacific Grove, Community Development Department

831-648-3127

ahunter@cityofpacificgrove.org

<https://www.cityofpacificgrove.org/living/community-development/planning>

7. CALIFORNIA COASTAL ZONE MANAGEMENT ACT (CZMA)- Local Coastal Program (LCP)

The subject property is located within the California Coastal Zone. Future development is governed by provisions of the Pacific Grove's Local Coastal Program (LCP). The City of Pacific Grove Land Use Plan and Implementing Ordinances, Certified by California Coastal Commission on March 11, 2020, can be found at the City of Pacific Grove official website: <https://www.cityofpacificgrove.org/living/community-development/planning/local-coastal-program>

8. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

9. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

10. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

11. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

12. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit

examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

13. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

14. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

15. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

16. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for forty-five (45) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the forty-five (45) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

17. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Purchaser's Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, (the Purchaser's Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties) the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

18. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$200.00 per day; or (ii) interest

on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

19. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser (or the Purchaser's Escrow Holder) shall record the quitclaim deed in the official records of the county. The Purchaser (or the Purchaser's Escrow Holder) shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following e-mail address: AzulBay@gsa.gov.

20. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and (insert landholding agency, if applicable and verified) employees are prohibited from bidding on the Property offered in the IFB.

20. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

21. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

22. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

23. ARTIST RIGHTS IN MURAL

In 2008, the landholding agency commissioned artwork in the form of a mural that currently covers a significant portion of the exterior of the building. The artist retained copyright in this artwork, and may have additional rights under the Visual Artists Rights Act of 1990 (VARA) and/or other authorities. It does not appear that the mural can be removed from the building without causing destruction, distortion, mutilation, or other modification to the mural. As stated in the Offer to Waive Rights attached, the artist has offered the purchaser, its successors and assigns, that the artist will waive any rights he may have to prevent complete destruction of the artwork--including but not limited to painting over the entirety of the artwork, or partial or full demolition of the building that results in complete destruction of the artwork--in exchange for being provided 90 days advance written notice prior to any destruction of the artwork. The artist wishes to ensure that the artwork is not otherwise intentionally altered, distorted, mutilated, or modified without his prior written consent. The United States makes no warranties or representations of any kind regarding the artist's rights to prevent destruction of the artwork. In addition, the United States is not a party to, and has no rights, obligations, or interests in, any private agreement formed between the artist and the purchaser of the building. See "Attachment 2" for more information.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on 31, January 2022 at 11:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov [FAQ](#) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an

individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The identity and credit card information you provide at registration is used strictly for authentication purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://realestatesales.gov/html/static/faq.htm>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of \$75,000.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a credit card (Visa, MasterCard, Discover or American Express). Bidders must also complete the Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to GSA:

Email: R9RealEstateSales@gsa.gov

or

Fax: 415-522-1650

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids;

track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (415) 734-8367 or (415) 813-9862. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in

previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 734-8367 or (415) 813-9862 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to ensure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. CLOSE OF AUCTION

- a. Posting of the Close of Auction. The Government will post on [the Website](#) the date and time on which the auction is anticipated to close (shown on the Website as "Close Time"). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as "Time Remaining").
- b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the "Inactivity Period") and is posted under the "Bidding Details" tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24 hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.

- c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays**. Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Examples are in the table below. Federal Holidays are listed here [List of Federal Holidays](#).

<i>Bid made on:</i>	<i>New closing time</i>
<i>9 pm CT on Friday</i>	<i>9 pm CT on Monday</i>
<i>11:30 am CT on Saturday</i>	<i>11:30 am CT on Monday</i>
<i>4:40 pm CT on Sunday</i>	<i>4:40 pm CT on Monday</i>

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a wired funds transfer, equal to at least ten percent (10%) of the total bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits by check will be processed in a timely manner but may require several days before the deposit is returned. Refunds to a credit card will usually be processed within three business days.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 16, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 10, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior

to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

1. ENVIRONMENTAL AND OTHER DOCUMENTATION

The Government has the following reports for informational purposes only and are available under “Additional Documents” at RealEstateSales.gov.

- Asbestos, Lead and Hazardous Materials Inspection Report, Dated June 2015
- Asbestos Supplemental, Dated May 2015
- Facility Condition Survey, Dated September 1999
- Lead-Based Paint Supplemental, Dated May 2015
- Navy BRAC Cleanup Plan, Dated March 1994
- Navy Environmental Baseline Survey, Dated December 1994

2. AS-IS, WHERE-IS PROVISION

The Property is offered for sale “AS IS” AND “WHERE IS” without representation or warranty, expressed or implied. An “As Is, Where Is” provision will be included in the Quitclaim Deed in substantially the same form and is provided in Attachment 1- Sample Quitclaim Deed.

3. HAZARDOUS SUBSTANCE NOTIFICATION

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3), the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property. The requisite CERCLA notices and covenant will be included in the Quitclaim Deed in substantially the same form and is provided in Attachment 1 - Sample Quitclaim Deed.

4. NOTICE OF POTENTIAL PRESENCE OF ASBESTOS

The Government informs the Purchaser, and the Purchaser acknowledges that asbestos and/or asbestos containing materials (ACM) may contain and are otherwise presumed to exist in buildings, utilities, and structures on the Property. A Notice will be included as set forth in Attachment 1 - Sample Quitclaim Deed.

5. NOTICE OF POTENTIAL PRESENCE OF LEAD-BASED PAINT (LBP)

Notice of the presence of lead-based paint will be included in the Quitclaim Deed and is provided in Attachment 1 – Sample Quitclaim Deed.

6. FLOODPLAIN

This property is not located in an area of minimal flood hazard. The subject property is located in Zone X, which is determined to be outside the 500-year flood and protected by levee from 100-year flood. This statement is based on a search of reporting landholding agency records and/or consultation with the Federal Emergency Management Agency (FEMA).

7. CZMA

The Property is located within the California Coastal Zone. A Coastal Zone Notice and Covenant will be included in the Quitclaim Deed and is provided in Attachment 1- Sample Quitclaim Deed. Purchaser agrees to extend, as necessary, the continuing offer period described in Paragraph 15 of the General Terms of Sale for a reasonable amount of time in order for Seller to secure a consistency determination from the State of California, pursuant to section 307(c)(1) of the Coastal Zone Management Act of 1972, as amended, and 15 CFR 930.35, to ensure that transfer of fee title to Purchaser will not result in any adverse impacts on the natural resources, land uses, or water uses in the coastal zone.

8. ARCHEOLOGY COVENANT

The Property is subject to an Archeology covenant that will be included in the Quitclaim Deed and is provided in Attachment 1- Sample Quitclaim Deed.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Azul Bay
1352 Lighthouse Avenue
Pacific Grove, CA 93950
IFB #: SFRAN922173201
REGISTRATION DEPOSIT: \$75,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- ☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ Other _____

Registration Deposit (check one):

- ☐ By Credit/Debit Card: _____ Exp: ____ / ____ CSC/CVC _____
☐ Visa ☐ MasterCard ☐ Debit
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card: _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within forty-five (45) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN922173201 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

R9RealEstateSales@gsa.gov or FAX: (415) 522-1650

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Azul Bay
1352 Lighthouse Avenue
Pacific Grove, CA 93950**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Attachment 1- Sample Quitclaim Deed

RECORDING REQUESTED BY:

U.S. General Services Administration
50 United Nations Plaza
Room 4345, Mail Box 9
San Francisco, CA 94102

WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

Monterey County, California

THIS INDENTURE, made this _____ day of _____, 2021, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, (herein referred to as "GRANTOR"), under and pursuant to the powers and authority contained in the provisions of Public Law 114-287, the Federal Assets Sale & Transfer Act of 2016 (FASTA) and Title 40 U.S. Code, Chapter 5, et seq., as amended, and regulations and orders promulgated thereunder, and _____, (herein referred to as "GRANTEE").

NOWHEREFORE, the GRANTOR, for consideration of _____ (\$X,XXX,XXX.00), the receipt and sufficiency of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title and interest in all of that certain real property (herein referred to as "PROPERTY"), more commonly known as Azul Bay located at 1352 Lighthouse Avenue, City of Pacific Grove, Monterey County, State of California with Assessor's Parcel Number 007-011-005, more particularly described in Exhibit "A" - Legal Description, attached hereto and made a part hereof.

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. **GRANTEE** covenants and agrees that the conveyance is subject any and all existing covenants, conditions, reservations, easements, restrictions, right-of-way, rights, agreement, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.
2. **HAZARDOUS SUBSTANCE NOTIFICATION**
 - A. **NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete research of agency files, the UNITED STATES OF AMERICA gives notice that no hazardous substances have been released or disposed or stored for one year or more on the PROPERTY.

- B. **CERCLA COVENANT.** GRANTOR warrants that all remedial action necessary to protect human and health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the PROPERTY on the date of this conveyance.

(1) This covenant shall not apply:

- (a) any a case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the PROPERTY or part thereof is a Potentially Responsible Party (PRP) with respect to the PROPERTY immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the PROPERTY on the date of this conveyance; or
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event GRANTEE, its successor(s), or assign(s), seek to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s), or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim. In order for that 45-day period commence, such notice must include credible evidence that:

- (a) The associated contamination existed prior to the date of this conveyance; and
- (b) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party possession.

- C. **ACCESS RESERVATION.** GRANTOR reserves a right of access to all portions of the PROPERTY, for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining PROPERTY. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the PROPERTY and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner, and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. AS-IS, WHERE IS PROVISION

- (a) GRANTEE agrees and acknowledges that GRANTOR is selling the PROPERTY strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the PROPERTY available for inspection by GRANTEE and GRANTEE’s representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the PROPERTY to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the PROPERTY’s conditions. except as set forth in the contract, GRANTEE is relying solely and wholly on GRANTEE’s own examination of the PROPERTY, is fully satisfied with the PROPERTY, and accepts any liabilities or costs arising in connection with the condition of the PROPERTY, including, but not limited to any costs or liabilities pertaining to any environmental condition on the PROPERTY. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the PROPERTY.
- (b) No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the PROPERTY, merchantability, suitability or fitness of the PROPERTY for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the PROPERTY or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the PROPERTY.
- (c) Nothing in this “as is, where is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA covenant or any other statutory obligations.

4. NOTICE OF THE POTENTIAL PRESENCE OF ASBESTOS

- (a) The GRANTEE is advised that the PROPERTY may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos- related diseases, which include certain cancers, and which can result in disability or death.
- (b) GRANTEE is invited, urged, and cautioned to inspect the PROPERTY as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to conveyance.

The GRANTOR will assist GRANTEE in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). GRANTEE shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the PROPERTY including, without limitation, any asbestos hazards, or concerns.

- (c) No warranties either express or implied are given with regard to the condition of the PROPERTY including, without limitation, whether the PROPERTY does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the PROPERTY offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (d) The description of the PROPERTY set forth in this conveyance document and any other information provided therein with respect to said PROPERTY is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the PROPERTY or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (e) The GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to the GRANTEE's successors, assigns, employees, invitees, licensees, or any other person subject to GRANTEE's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the PROPERTY which is the subject of this conveyance, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- (f) The GRANTEE further agrees that in its use and occupancy of the PROPERTY it will comply with all Federal, state, and local laws relating to asbestos.

5. **NOTICE OF THE POTENTIAL PRESENCE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.** GRANTEE is put on notice that the PROPERTY has buildings built prior to 1978 and is thereby notified that such PROPERTY may present exposure to lead from lead-based paint. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in its use and occupancy of the PROPERTY it will comply with all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

6. **COASTAL ZONE NOTICE AND COVENANT** The GRANTEE is advised that the subject PROPERTY is located within the California Coastal Zone. Future development is governed by the provisions of the California Coastal Zone Management Program and the Pacific Grove Local Coastal Program. GRANTEE must comply with the California Coastal Zone Management Program and the City of Pacific Grove Land Use Plan and Implementing Ordinance, Certified by California Coastal Commission on March 11, 2020 can be found at the City of Pacific Grove official website: www.cityofpacificgrove.org.
7. **ARCHEOLOGY COVENANT** Grantee hereby covenants on behalf of itself, its successors and assigns, and on behalf of every successor in interest to the Property, or any part thereof, that the Property is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land:
1. Any disturbance of the ground surface located on the Property shall be undertaken in accordance with the City of Pacific Grove Land Use Plan, Chapter 3.3 Cultural Resources, and the Local Coastal Program Implementation Plan §23.90.200 Cultural resources, as amended (EXHIBIT "X").
 2. Grantee, and its successors and assigns covenant and agree that in the event that any portion of the Property is sold or otherwise disposed of, covenants and restrictions in paragraphs 6 and 7 shall be inserted in the instrument(s) of conveyance.
 3. The acceptance of the delivery of this deed shall constitute conclusive evidence of the agreement of Grantee to be bound by the conditions, restrictions and limitations, and to perform the obligations set forth above.

SAID PROPERTY transferred hereby, totaling approximately 4.28 +/- acres of land and improvements, was duly determined to be surplus to the needs and requirements of the United States of America, and was assigned to the General Services Administration for disposal contained in the provision of Public Law 114-287, the Federal Assets Sale & Transfer Act of 2016 (FASTA) and Title 40 U.S. Code, Chapter 5, et seq., as amended, and regulations and orders promulgated thereunder.

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be executed in its name and on its behalf on this the _ day of_, 2021.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: _____
DAVID HAASE
Director/Contracting Officer
Office of Real PROPERTY Utilization and Disposal
U.S. General Services Administration

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of)

On _____, before me, _____,
Date Name and Title of the Officer

personally appeared _____,
Name(s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Public Seal)

Exhibit A- Legal Description

FLEET NUMERICAL WEATHER FACILITY POINT PINOS LIGHT STATION MONTEREY COUNTY, CALIFORNIA

DESCRIPTION

A parcel of land situate in the County of Monterey, California, said parcel being a portion of the United States Light Station Reservation at Point Pinos acquired by the United States of America on December 18, 1901, by deed recorded in Volume 66 of Deeds at Page 385 in the Office of the Recorder, Monterey County, and the boundaries of said parcel being described as follows:

BEGINNING at a point in the easterly boundary of said Light Station Reservation distant thereon North $15^{\circ}26'$ East, 116.05 feet from a 10 inch by 10 inch granite monument marking the southeasterly corner of said Reservation; thence along said easterly boundary

(1) North $15^{\circ}26'$ East, 193.37 feet to a point in the line of overhang of an existing chain link fence; thence along the line of overhang of said fence the following two courses

(2) North $74^{\circ}29'33''$ West, 748.63 feet to an angle point; and

(3) South $15^{\circ}28'43''$ West, 250.39 feet to a point in the northerly line of that certain 60 feet wide highway right of way (commonly known as HUDSON WAY) leased to the County of Monterey, said point being 60 feet distant northerly at right angles from the southerly boundary of the aforesaid Reservation; thence along the northerly line of said right of way the following two courses

(4) South $74^{\circ}34'$ East, parallel to and 60 feet distant northerly at right angles from the southerly boundary of the Reservation, 692.78 feet to a point of curvature; and

(5) Northeasterly, on the circumference of a circle the radius point of which bears North $15^{\circ}26'$ East, 56.05 feet from the point of curvature, through a central angle of 90° , an arc distance of 88.04 feet (from the point of curvature the long chord bears North $60^{\circ}26'$ East, 79.27 feet) to a point of tangency, the Point of Beginning.

Containing in said parcel 4.28 acres, more or less. The bearings used herein are referenced to the astronomic meridian as originally established by the United States Lighthouse Service, the bearing South $74^{\circ}34'$ East of the Reservation's southerly boundary as shown on United States Coast Guard Drawing No. F-01-1, POINT PINOS LIGHT STATION revised February, 1958, being accepted as the basis thereof.

23.90.200 Cultural resources.

(a) In order to protect the city's archaeological and historic resources, and to maintain consistency with the LCP's land use plan (LUP), development shall conform to all applicable LUP cultural resources policies and the following requirements.

(b) Applications for Development Potentially Affecting Cultural Resources. The following documentation and requirements shall be provided for all CDP applications that may impact cultural resources:

(1) Archaeological Report. Due to the archaeological sensitivity of the entire Pacific Grove Coastal Zone, an archaeological report for projects that include soil disturbance shall be prepared by a qualified archaeologist prior to approval of the project. Landscaping that does not involve construction of structures or changes to the site

contours greater than one foot are exempt from this requirement. At a minimum, the archaeological report shall include the following:

(A) Site information including location, parcel number, address, owner, applicant, parcel size, location of structures or improvements, and applicable maps;

(B) Review of relevant scientific literature or past archaeological reports describing archaeological resources on the site or on adjacent lands;

(C) Searches of the California Historical Resources Information System and Native American Heritage Commission Sacred Lands File;

(D) Documentation of consultation with appropriate tribes as required by state law;

(E) Date and findings of a preliminary archaeological reconnaissance;

(F) Discussion of potential adverse impacts on archaeological resources;

(G) Recommendations for further archaeological surveys, if deemed to be necessary; and

(H) Recommended mitigation, minimization, and/or avoidance measures to compensate for potential impacts to significant archaeological resources, including description of alternative designs for the proposed project (if any are proposed) and how alternative designs relate to the archaeological resources on the site and alternative design impacts compare to those of the project.

(2) Historic Resources Report. For new projects that include demolition or alterations to potential historical resources, a historical assessment report prepared by a qualified professional is required prior to approval of the project. The lead author must meet the Secretary of the Interior's professional qualifications standards ([36](#) CFR Part [61](#)) in history or architectural history. At a minimum, the historical assessment report shall include the following:

(A) Detailed description of the historical resources at the project site.

(B) Discussion of potential adverse impacts on historical resources from the project.

(C) Recommended mitigation, minimization, and/or avoidance measures to protect historical resources, including description of alternative designs for the proposed project (if any are proposed) and how alternative designs relate to the historical resources on the site and alternative design impacts compare to those of the project. [Ord. 20-023 § 2, 2020].

Attachment 2
Offer to Waive Rights

I, Ray Troll, am the creator of the mural entitled Blue Seas/Green Seas ("Work") that is physically attached to the exterior walls of the NOAA Southwest Fisheries Science Center, 1352 Lighthouse Avenue, Pacific Grove, CA 93950 ("Property"). I retain copyright in the Work, and I wish to ensure that the artwork is not intentionally altered, distorted, mutilated, or modified without my prior written consent.

I hereby offer to the purchaser of the building, its successors and assigns, that I will waive any rights I may have to prevent complete destruction of the Work, either under the Visual Artists Rights Act of 1990 (VARA) or otherwise, including but not limited to painting over the entirety of the artwork, or partial or full demolition of the building that results in complete destruction of the artwork, in exchange for being provided 90 days advance written notice prior to any destruction of the artwork. Such notice must be sent via certified mail to the following address:

Ray Troll
P.O. Box 8874
Ketchikan, AK 99901

Upon receipt of this notice, I offer, in good faith, to execute any necessary waiver documents for destruction of the artwork that may be required. This offer shall remain open unless expressly revoked in writing by me at a later date, and upon receipt by the purchaser of the building.

Executed by Ray Troll

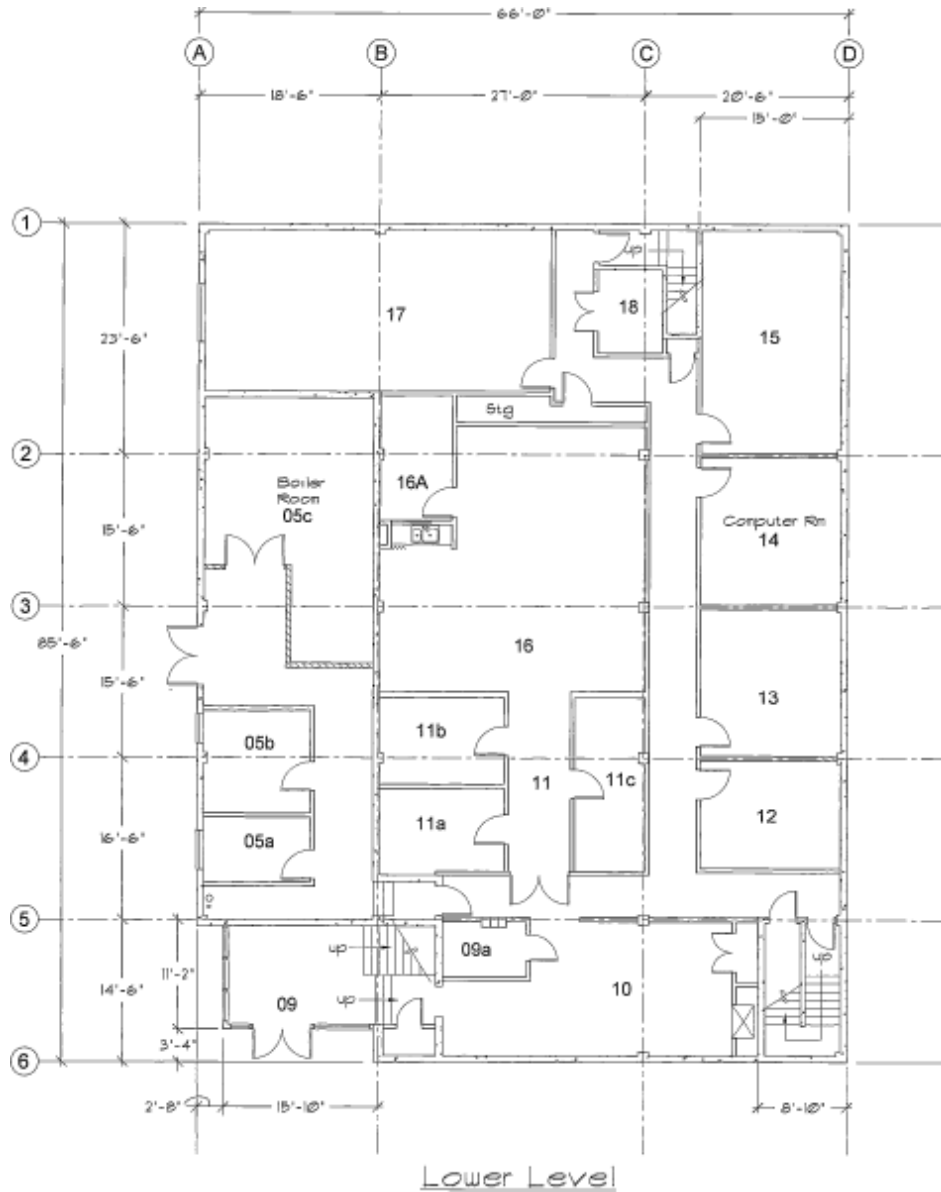
Signature: 

Date: **September 27, 2020**

Attachment 3- Floor Plans

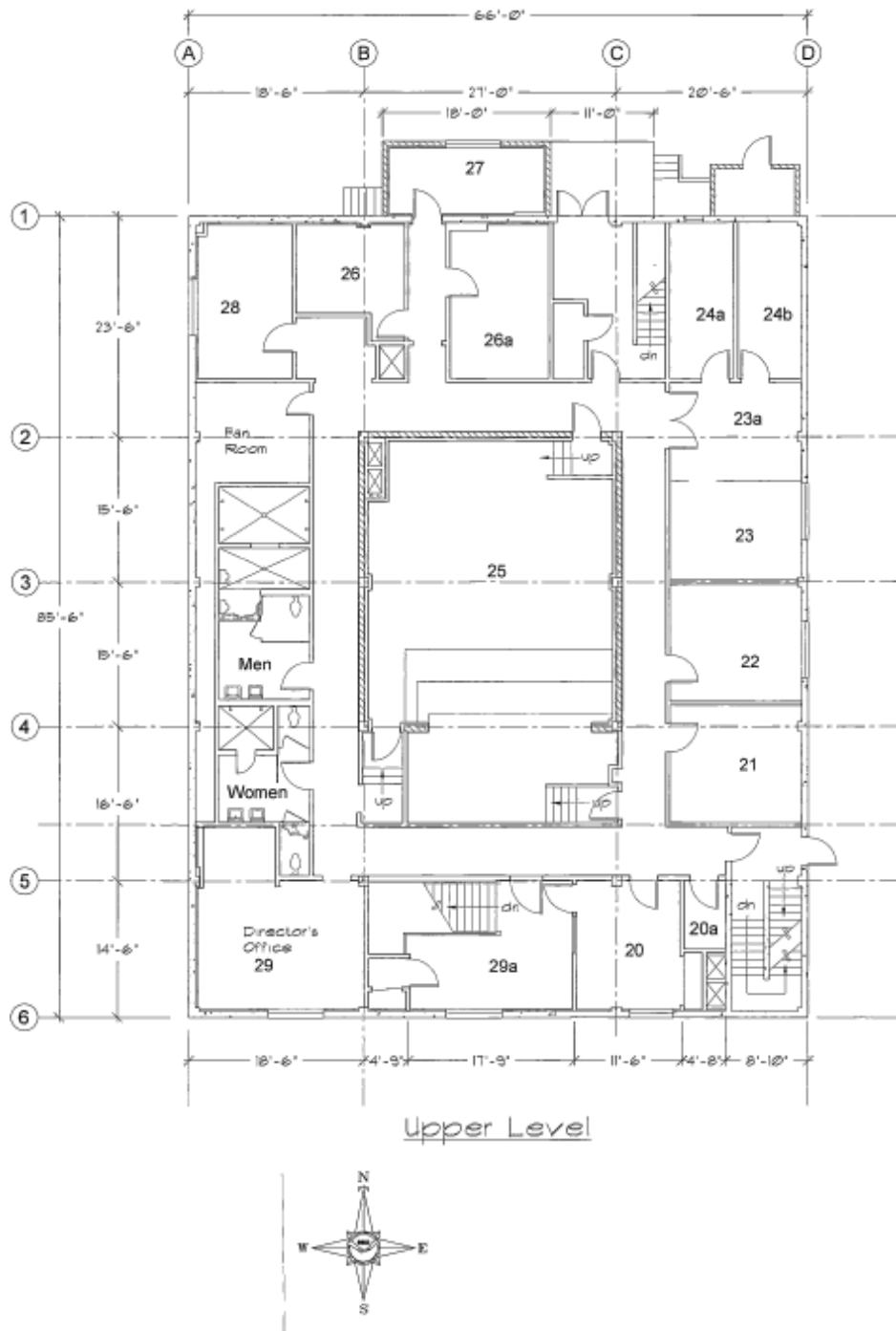
NMFS SWFSC BILDING
PACIFIC GROVE, CALIFORNIA
COMPLEX# 0CAW201

FLOOR PLAN LOWER LEVEL



NMFS SWFSC BILDING
PACIFIC GROVE, CALIFORNIA
COMPLEX# 0CAW201

FLOOR PLAN UPPER LEVEL



NMFS SWFSC BUILDING
PACIFIC GROVE, CALIFORNIA
COMPLEX# 0CAW201

FLOOR PLAN ROOF LEVEL

